

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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AUDRY MALCOLM,  
on behalf of herself and all other employees  
similarly situated,

Plaintiffs,

v.

THE EASTMAN KODAK COMPANY,

Defendant.

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**STIPULATION AND ORDER**

Civil Actions

No. 03-CV-6589 T(P)

PETER LUCIANO AND DAVID  
WOODWARD, on behalf of  
themselves and all other  
employees similarly situated,

Plaintiffs,

v.

THE EASTMAN KODAK COMPANY,

Defendant.

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No. 04-CV-6194 CJS(F)

**IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned counsel for the respective parties in this matter, subject to the approval of the Court, that the Class Action Settlement Agreement and Release executed by counsel for all parties in this matter on February 15, 2006 and the Order Preliminarily Approving Settlement dated February 17, 2006 (the "Settlement Agreement and Conditional Approval") shall be amended as follows:

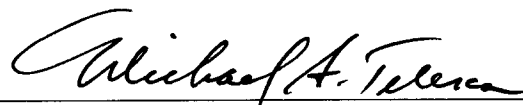
1. All dates and deadlines set forth in the Settlement Agreement and Conditional Approval are hereby advanced by thirty (30) days.
2. The Final Fairness Hearing referenced in paragraph 22 of the Settlement Agreement and Conditional Approval shall be held and conducted by the Court, rather than the

Special Master, in accordance with the terms of the Agreement and the Federal Rules of Civil Procedure.

3. The Defendant shall pay interest on the Settlement Payments referenced in paragraphs 3, 10, 11, 15, 16 of the Agreement. Interest shall accrue from July 1, 2006 until Kodak designates those positions it determines should be included in the settlement pursuant to paragraph 12 of the Settlement Agreement. Interest shall be paid by the Defendant in the following manner:
  - A. For the first 60 days after the accrual date, defendant shall pay six percent (6%) per annum.
  - B. For every 30 days that passes after the time period set forth in paragraph 3(A) of this Stipulation and Order, Defendant shall pay an additional one percent (1%) per annum above the interest that accrued in the previous 30 day period.
  - C. In the event that 150 days after the accrual date Kodak has not designated those positions it determines should be included in the settlement pursuant to paragraph 12 of the Settlement Agreement, Kodak may apply to the Court to cap the interest rate set forth herein for good cause shown.
4. This Stipulation and Order is without prejudice to the parties' right to seek further extensions of the dates and deadlines in the Settlement Agreement and Conditional Approval or other amendments for good cause shown, subject to approval by the Court.

**IT IS SO ORDERED.**

Dated: July 14, 2006



**HONORABLE MICHAEL TELESKA  
UNITED STATES DISTRICT JUDGE**

STIPULATED TO BY:

Dated: July 12, 2006

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Dated: July 12, 2006

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Dated: July 12, 2006

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